



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCHI Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
06/21/2019 12:45PM
366170- MO
#82951

PROFESSIONAL SERVICES AGREEMENT BETWEEN ST JOHN THE BAPTIST PARISH COUNCIL AND XAVIER UNIVERSITY OF LOUISIANA

This Agreement is made and entered into on this 20th day of May, 2019 between **St. John the Baptist Parish Council**, hereinafter referred to as "**Parish**", represented by Natalie Robottom, **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **Xavier University of Louisiana, 1 Drexel Drive, Box 68, New Orleans, LA 70125-1098**, represented by Ann Smith in accordance with the official authorization attached hereto, hereinafter referred to as "**Consultant**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall be for a three (3) year period beginning May 28, 2019 and terminating May 27, 2022.

AMENDMENT

This **Agreement** may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

RENEWAL

This **Agreement** may be renewed in (1) year increments, three (3) times upon written mutual agreement, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES

The "Services" to be performed by the **Consultant** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Work**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Work**, the **Parish** hereby agrees to provide compensation to the **Consultant**, in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments and invoices must be approved by the **Director of Economic Development** or a designee hereinafter called the "**Director**," and all deliverables, invoices, etc. shall be submitted to the **Director**.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan

will include a review of the services delineated in **Exhibit A: Scope of Work** to ensure completion and a review of invoices for accuracy prior to payment.

TAXES

The **Consultant** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Consultant's** obligation. **Consultant** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Consultant** to comply with the terms and/or conditions of this **Agreement**, provided that the **Parish** shall give the **Consultant** written notice specifying the **Consultant's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Consultant** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Consultant** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Consultant** of its intent to terminate this **Agreement**. The **Consultant** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

GENERAL CONDITIONS

The **Parish** has agreed to cooperate and work with the Louisiana Economic Development Small and Emerging Business Development for providing entrepreneurial training to eligible certified and active Small and Emerging Businesses (called "**business**") which will enhance and strengthen Economic Development throughout the State of Louisiana.

It is understood and agreed by the parties hereto that the **Consultant** is entering into this **Agreement** in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **Consultant** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish.

The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Consultant** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **Consultant**, shall not be assigned or subcontracted in whole or in part by the **Consultant** as to the services to be performed hereunder without the written consent of the **Parish**.

Consultant shall not utilize **Parish's** name in any advertisement or post such for the purpose of retaining work without receiving prior written approval from the **Director** to do so.

This **Agreement** is subject to the provisions as listed in **Exhibit D: Terms and Conditions**, attached hereto and incorporated by reference herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Consultant** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

INSURANCE

Consultant shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

OWNERSHIP

The **Parish** shall provide to the **Consultant** all information, data, reports, records, and maps as are existing, available and necessary for the carrying out of the work pursuant to this **Agreement**. The **Parish** shall not charge **Consultant** for such information and materials, and the **Parish** will cooperate with **Consultant** in every way possible to facilitate the performance of the work described in this **Agreement**.

All records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Consultant** in connection with the performance of the services contracted herein shall become the property of the **Parish**, and shall, upon request, be returned at **Consultant's** expense, at termination or expiration of this Agreement.

AUDITORS

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Consultant** which relate to this **Agreement**.

NON-ASSIGNABILITY

Consultant shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish**. This provision shall not be construed to prohibit the **Consultant** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

INDEMNITY

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal

or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Should the parties agree to terminate the **Agreement** due to the severance of a term or condition pursuant to this paragraph, then the **Parish** shall pay **Consultant** for all reimbursable services rendered by **Consultant**, including any direct costs incurred by **Consultant**, up to the date that the term or condition was declared invalid, illegal or unenforceable by a court of competent jurisdiction.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the **Parish President** or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Consultant:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Ms. Ann M. Smith Interim Associate VP of Research and Sponsored Programs Office of Sponsored Programs Xavier University of LA 1 Drexel Drive, Box 68 New Orleans, LA 70125-1098

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Consultant** must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **Consultant** must certify that neither he, nor anyone acting on behalf of **Consultant**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this

Agreement, other than persons regularly employed by **Consultant**. **Consultant** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **Consultant** in the regular course of their employment duties for **Consultant**. **Consultant** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **Consultant** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **Consultant** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The **Consultant** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Consultant** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Consultant** agrees not to discriminate in its employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

(SIGNATURES ON THE FOLLOWING PAGE.)

WITNESSES:

Laverne Toombs
Signature

Laverne Toombs
Printed Name

Deanna Schexnayder
Signature

Deanna Schexnayder
Printed Name

WITNESSES:

Jessica Kudji
Signature

Jessica Kudji
Printed Name

Angela R. Anthony
Signature

Angela R. Anthony
Printed Name

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Signature of Authorized Representative
Printed Name: Natalie Robottom
Title: Parish President

Date: 5/28/19

XAVIER UNIVERSITY OF LOUISIANA

By: Ann Smith
Signature of Authorized Representative
Printed Name: Ann Smith
Title: Interim Associate VP of Research and Sponsored Programs

Date: 6/7/19

Exhibit A: Scope of Work

The **Consultant** shall provide all basic services required to provide technical assistance, business consulting and training including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**.

The **Consultant** shall, in a satisfactory and proper manner, perform the following services:

SERVICES

- (a) **Workshops** – The **Consultant** will be responsible for coordinating quarterly Lunch and Learn Workshops with additional workshops and training that will be offered under the Small & Emerging Business Development (SEBD) Program in accordance with the policies of SEBD. These workshops will explore a variety of small business topics customized to the responsive needs of small businesses. The **Consultant** shall identify the needs of businesses through one-on-one visits. As well as, provide technical assistance to retain and expand the existing and start-up businesses with the proper tools to operating a business.
- (b) **Entrepreneurial Training(s)** – A 10-12 week program such as *FastTrac* is designed to cover all aspects of owning and operating a business including market research, budgets, planning, building a management team and creating a funding proposal. The goal of the program is to improve the skills, educate, and assist the business owner (s) in building an actionable business plan and business strategy. The focus of the trainings will be to restart an existing business, start a new business or revise business strategies with emphasis on sustainability and business continuity. The entrepreneurial training shall consist of a minimum of 24 hours of training over multiple sessions. Training services shall include training assessment, one-on-one assistance and coaching throughout the entrepreneurial training program for each business owner in the program and assistance in recruiting and selecting all participants for the training. Any other entrepreneurial training session may fall under this **Agreement** pending the approval of the Department of Economic Development.
- (c) The **Consultant** will provide one-on-one technical support and in-person business consulting for small businesses in the **Parish**. In an effort to assist with constant updating and generating data for the **Parish**, the **Consultant** will assist with input of information into the **Parish** database on a monthly basis. Consulting services may include as follows: face to face interviews within 6 months of their date of establishing within the **Parish** to inform the businesses on the following: comprehensive loan packaging and assistance with access to capital from financial resources such as lenders and other financial institutions; assistance in management, business planning, human resource management, budgeting and cash flow projections; identifying and obtaining financing opportunities; assistance with accounting; assistance with business succession/exit strategies, market research and planning; export guidance; strategic planning; e-business strategy; business continuity and disaster counseling; performance of feasibility studies, and assist with facilitating contractor and procurement capabilities of new small companies and yielding them information on how to best maximize their opportunities. Consulting services shall include assisting businesses in accessing, implementing any and all and appropriate business resources offered by the State of Louisiana, the Small Business Administration, and other affiliated service providers. **Consultant** is a partner with numerous local and state programs and shall attempt to utilize its partnerships as a part of the training.

PROCESS

- (a) **Consultant** shall accept all referrals from the **Parish**, provided that such referrals can be provided services in accordance with **Consultant's** institutional policies and procedures, applicable law, **Consultant's** agreement with Delta Community College, Department of the Louisiana Small Business Development Center, the governing Cooperative Endeavor Agreement between the State of Louisiana and Louisiana Economic Development, as well as the Prime Contract between the State of Louisiana and the U.S. Small Business Administration. Should **Consultant** be unable to accept a referral for any reason, **Consultant** shall notify the **Parish** within fourteen (14) business days to ensure that the referral receives the appropriate services. **Consultant's** refusal to accept a referral after consulting with the **Parish** shall not be considered cause for termination of this **Agreement**.
- (b) **Consultant** shall provide promotional and informational items to the **Parish** to assist in recruiting and promoting the services. During the **Consultant's** one on one business interviews with new companies, it must include: (1) an official welcome with information packet provided; (2) overview of **Parish**, and State small business resources; (3) survey on company operations, needs and issues; (4) information on contractor and procurement opportunities in the **Parish**.
- (c) **Consultant** shall maintain a database of small businesses in the **Parish** from lists of leads and small businesses receiving services. The **Parish** will "also" provide the **Consultant** with the businesses required to contact for one-on-one technical assistance and in-person business consulting interviews.
- (d) **Consultant** shall provide monthly reports and/or as requested by the **Parish**. The **Consultant** during their one-on-one technical assistance and in-person business consulting interviews shall ascertain and notify small businesses of any and all potential opportunities within the **Parish**. The **Consultant** will conduct workshops around areas needed to address assisting those businesses. All information as to what assistance they need will be forwarded to the Department of Economic Development.
- (e) **Consultant** shall provide a minimum of (1) employee for the performance of the scope of services.
- (f) **Parish** shall provide the necessary facilities for the **Consultant** to perform the scope of the services in St. John the Baptist Parish.
- (g) Services provided by **Consultant**, its staff members or its affiliates pursuant to this **Agreement** on behalf of a client shall be performed under and at the direction of the **Parish President** or a designated representative.

Exhibit B
Pricing Schedule

Compensation is based on a grant award and the scope of work as outlined in **Exhibit A**.

COMPENSATION AND METHOD OF PAYMENT

- (a) The total amount of compensation to be paid **Consultant** under this **Agreement** shall not exceed \$123,213. Any costs incurred by the **CONSULTANT** in excess of this amount without the approval of the **Parish** is at its own risk.
- (b) The **Parish** and **Consultant** have agreed to a proposed budget which is attached as **Exhibit E** and made a part of this **Agreement**. This budget may be revised during the term of this contract as circumstances require, not exceeding the total amount of compensation of \$123,213.
- (c) The **Consultant** shall submit invoices to the **Parish** for payment. Each invoice shall itemize the work performed as follows: personnel, fringe benefits, travel, advertising, consultants, professional development and workshops.
- (d) The **Parish** shall pay **Consultant** salaries, wages, and fringe benefits for personnel for one-on-one technical assistance and business consulting.
- (e) The **Parish** shall pay **Consultant** for indirect costs at the sponsor's maximum allowable rate, which shall be calculated as 12% on all salaries, wages and fringe benefits, unless this rate is otherwise required to be reduced by law.

Exhibit C
Insurance Requirements

Consultant shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Consultant** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Consultant** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some Agreements may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. **Parishes's** and Contractor's Protective Liability (if **Consultant** is a General Contractor).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some Agreements may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **Consultant**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL

2. St. John the Baptist **Parish** Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.
- D) Professional Liability with a minimum limit of \$1,000,000.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, **Consultant** shall deliver to the **Director** of Purchasing and Procurement, 1811 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide the Insurer shall give the **Parish** thirty (30) days written notice of any cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing & Procurement.

When applicable, a current Louisiana State License should be furnished.

EXHIBIT D
TERMS AND CONDITIONS

1. **DIRECT COSTS.** The term "direct costs" as contained within "TERMS AND CONDITIONS," shall mean all costs that are labeled as "Parish Contract Budget," attached hereto as "**Exhibit E.**"

2. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding any provisions herein, in the event that sufficient funds for the performance of this **Agreement** are not appropriated or provided by the governing authority of the **Parish** in any fiscal year covered by this **Agreement**, this **Agreement** may be terminated by the **Parish** by giving advance notice to **Consultant** of such facts, the **Parish's** intention to terminate its financial obligation, and the future date of termination. In the event of termination for non-appropriation, the **Parish** shall pay **Consultant** for all reimbursable services rendered by **Consultant**, including any direct costs incurred by **Consultant** up to the termination date.

3. **CHANGES.** The **Parish** may request changes in the scope of the services of the **Consultant** to be performed including an increase or decrease in the amount of the **Consultant's** compensation. No changes, amendments, or variation of any of the terms of this **Agreement** shall be valid unless made in writing, signed by both parties and approved by the St. John the Baptist Parish Council.

4. **PERSONNEL.** The **Consultant** represents that it has, or shall secure at its own expense, all personnel required in performing the services under this **Agreement**. Such personnel shall not be employees of or have any contractual relationship with the **Parish**. Notwithstanding the foregoing, the **Parish** shall pay **Consultant** in accordance with all payment provisions as outlined in this **Agreement**.

All of the services required in this **Agreement** shall be performed by the **Consultant** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

5. **NO AUTHORITY TO BIND.** Neither **Parish** nor **Consultant** has the authority to bind the other for any obligation that is not expressed herein.

6. **REPORTS AND INFORMATION.** **Consultant**, at such times and in such forms as the **Parish** may require, shall furnish the **Parish** periodic reports as it may request pertaining to the work or services undertaken pursuant to this **Agreement**, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this **Agreement**.

7. **RECORDS AND AUDITS; RECORD RETENTION.** **Consultant** and the **Parish** shall maintain accounts and records, including but not limited to, personnel, property, and financial records, adequate to identify and account for all costs pertaining to this **Agreement**, and such other records as may be deemed necessary by the **Parish** or **Consultant** to assure proper accounting for all funds. Each party shall make available to the other or to any authorized representative all such records for audit or other financial reporting purposes upon the party's request. **Consultant** shall retain such records for five (5) years after the terms of this **Agreement** have been fulfilled. The **Parish** shall maintain all such records connected with this **Agreement** in a central location to be designated by the **Parish** for five (5) years after the terms of this **Agreement** have been fulfilled.

8. **FINDINGS CONFIDENTIAL.** All of the reports, information, data et cetera, prepared or assembled by the **Consultant** under this **Agreement** are confidential and the **Consultant** agrees that they shall not be made available to any individual or organization without the prior written approval of the **Parish**, with the understanding that public records laws do apply to all governmental entities.

9. **COMPLIANCE WITH LAWS.** The **Consultant** shall comply with all laws, ordinances, regulations and codes adopted or established by federal, state, local, or municipal bodies. **Consultant** shall obtain all permits or licenses required by laws, ordinances, rules, and regulations.

10. **CONFLICTS OF INTEREST.** No member of the governing body of the **Parish** and no other officer, employee, or agent of the **Parish** who exercises any functions or responsibilities in connection with the planning and carrying out of this **Agreement**, shall have any personal financial interest, direct or indirect, in this **Agreement**. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this **Agreement**.

The **Consultant** covenants that it presently has no interest and shall not acquire any interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The **Consultant** further covenants that, in the performance of this **Agreement**, it shall not knowingly employ any person having such an interest. **Consultant** shall follow its institutional policies and procedures with respect to conflicts of interest, unless otherwise required by law.

11. **APPROVALS.** All approvals that shall be provided by **Parish** shall be done at the sole and absolute discretion of **Parish** with any additional approvals from any necessary agency, including but not limited to any other party providing or sharing funding under this **Agreement** being consulted where necessary.

12. **APPLICABLE LAW.** This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

13. **ALTERNATIVE DISPUTE RESOLUTION.** The parties agree that in the event of any dispute arising under or relating to this **Agreement**, the parties shall make a good faith attempt to resolve such dispute by an alternative dispute resolution process prior to filing litigation, on such terms as the parties find acceptable.

14. **FORCE MAJEURE.** In the event that the activities or events to be performed pursuant to this **Agreement** cannot be performed by any one of the parties to this **Agreement** by reason of Force Majeure, then the party whose performance cannot be completed due to Force Majeure may terminate this **Agreement** by written notice following such casualty, and the party terminating this **Agreement** due to Force Majeure shall not be responsible for any damages sustained by any other party or by any third party, but the **Parish** shall be entitled to a pro-rated return of any sum paid by the **Parish** to **Consultant** for services that **Consultant** was not able to perform due to Force Majeure, or the matter may be adjusted by any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause mentioned in this paragraph that is beyond the control or authority of the parties.

15. **CODE OF ETHICS.** The **Parish** and the **Consultant acknowledge** that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S.42:1101 et. seq., otherwise known as the "Code of Governmental Ethics") governs the performance of this Agreement. **Consultant** agrees to immediately notify the **Parish** if it becomes aware of potential violations of the Code of Governmental Ethics any time during the term of this **Agreement**.

EXHIBIT E: BUDGET
St. John the Baptist Parish
LSBDC GNOBR

FY 19-20

Description	Parish Contract Budget	Explanations
A. PERSONNEL	\$ 85,000	
1 FT Consultant	\$ 65,000	
1 PT Administrative Assistant	\$ 20,000	
B. FRINGE BENEFITS	\$ 18,700	
Benefit Rate @ .22	\$ 18,700	
C. Workshops	\$ 2,250	
3 workshops @\$350 each	1,050	2-3 Hours (Includes Presenter(s) Fee)
3 workshops @\$400 each	1,200	4-5 Hours (Includes Presenter(s) Fee)
D. Entrepreneurial Training		
E. Marketing and Advertising	\$ 1,500	
F. Printing Materials	\$ 2,500	Brochures, Flyers, Invitations, etc.
G. Software	\$ 300	Sales Force Software (\$25/month)
TOTAL DIRECT COSTS*	\$ 110,250	
INDIRECT COSTS **	\$ 12,963	
TOTAL CENTER COSTS	\$ 123,213	

* salary, fringe, mrk and training

**12% of salary and fringe



XAVIER
UNIVERSITY of LOUISIANA

Office of Academic Affairs

Provost and Senior Vice President, Academic Affairs

OFFICIAL AUTHORIZATION

January 1, 2019

To Whom It May Concern:

This notice is to confirm that under the authority granted to me by the Board of Trustees of Xavier University of Louisiana, I have delegated to Ms. Ann Smith, Interim Associate Vice President of Research and Sponsored Programs, the authorization to negotiate and/or execute any and all grant applications, proposals, documents, contracts and agreements on behalf of Xavier University of Louisiana.

Witness my hand this 1st day of January 2019:

Dr. Anne McCall, Docteur ès lettres
Provost and Senior Vice President, Academic Affairs

Witness



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

May 30th, 2019

Division A
Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Division B
Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

District I
Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

District II
Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

District III
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

District IV
Marvin Perrilloux
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LaPlace, LA 70068
Cell 985-379-6168

District V
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LaPlace, LA 70068
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District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, May 28th, 2019.

"Councilwoman Remondet moved and Councilman Perrilloux seconded the motion to grant administration authorization to enter into a Professional Services Agreement with Xavier University of Louisiana to serve as the fiscal agent for the Louisiana Small Business Development Center (LSBDC). The motion passed unanimously."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28th day of May, 2019.

May 30th, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council